

A. G. Contract No.KR890536TRD
ECS File: IGA-89-35
Location: SR 277 & Mogollon Dr.
Project: F-069-1-902

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE COUNTY OF NAVAJO

THIS AGREEMENT is entered into May 17, 1989,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and
NAVAJO COUNTY, acting by and through its Board of Supervisors
(the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The County is empowered by Arizona Revised Statutes
Section 11-251 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the County.

3. State has in process and improvement project to SR 277
which will benefit the motoring public. County has requested,
and State has agreed, to widen the intersection of SR 277 and
Mogollon Drive to accommodate new left turn lanes.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>13764</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>5-17-89</u>
<u>Jim Shumway</u> Secretary of State
By <u>B. J. Vermillion</u>

II. SCOPE OF WORK

State will:

a. By change order to it's construction contract, accomplish the widening of the intersection.

b. Upon completion of the work, submit a bill to the County in the actual amount of 7.52% of the cost of Change Order #4 to the State's contract, plus 15% engineering and administrative costs, estimated to be \$4,756.40..

County will:

a. Bear 7.52% of of the total cost of Change Order #4 to the State's contract, plus 15% engineering and administrative costs. plus all costs associated with contractor claims for extra compensation, if any, attributed by State to change order #4 to the State's contract.

b. Provide engineering plans, survey staking and volume determinations of earthwork necessary for the intersection widening.

c. Remit full payment to State within thirty days of receipt of the invoice.

d. Maintain the intersection outside of the State right-of-way upon completion of the work.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said work; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the execution of the construction change order, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled by the Governor in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

Navajo County Engineer
Navajo County Governmental Center
Holbrook, AZ 86025

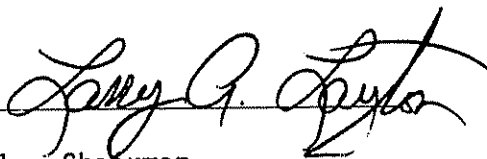
7. Attached hereto and incorporated herein by reference is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

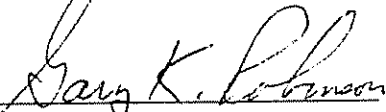
THE COUNTY OF NAVAJO

STATE OF ARIZONA

Department of Transportation

By 

Title Chairman,
Board of Supervisors

By 

Gary K. Robinson
Chief Deputy State Engineer

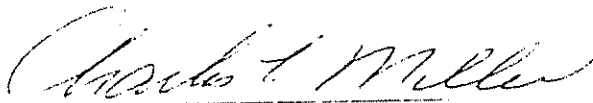
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RESOLUTION

BE IT RESOLVED on this 17th day of March 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Navajo County for the purpose of widening the intersection of SR 277 and Mogollon Drive.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.



CHARLES L. MILLER, Director
Arizona Department of
Transportation

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

This Intergovernmental Agreement, which is an agreement between THE STATE OF ARIZONA, by and through its Department of Transportation, and NAVAJO COUNTY, has been reviewed pursuant to A.R.S. §11-952 and §11-251 by the undersigned Navajo County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Navajo County Attorney.

DATED this 20 day of April , 1989.


THOMAS L. WING, for
DALE K. PATTON, JR.
NAVAJO COUNTY ATTORNEY



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR8910536TRD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 11th day of May, 1989.

ROBERT K. CORBIN
Attorney General

James R. Redpath
Assistant Attorney General
Transportation Division

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